Board of Education Proposal on All Outstanding Issues to Achieve Contract and End Strike
Initially Presented on September 6, 2012
Modified on September 7 and 8, 2012
Further Modified on September 9, 2012
Further Modified on September 11, 2012

I. Major Economic Issues

a. Teachers Base Salaries (Article 36 – App. A).

i. *Steps:* Board agrees to retain step system that gives salary increases based on years of service and accepts CTU's proposed Modified Step Schedule that is designed to invest more salary in tenured teachers at Steps 5 to 13 to help improve retention of experienced teachers.

ii. *Lanes*: Board agrees to retain lanes as is through June 30, 2013. Board also agreed to retain basic lane structure through contract term but a joint committee will reform triggers for lane advancement and movement (e.g., degree relevance, course requirements etc.).

iii. *COLA:* 2% increase will be included in Modified Step Schedule beginning on July 1, 2012. Step Schedule will be increased by 2% on July 1, 2013, 14, and 15. Effective July 1, 2013, teachers will receive both step and COLA increases on anniversary date, rather than two increases (one on July 1 and one on anniversary date).

iv. *7% Pension Pick-Up*: Board agrees to pay 7% of the employee's portion of the pension contribution for duration of contract.

v. *Differentiated Compensation:* Joint Board- Union Committee will study performance based compensation models that may be used in next contract by CPS, including model agreed to by the Cook County College Teachers Union and City Colleges of Chicago. Implementation will be negotiated after conclusion of study.

vi. *Teacher Career Paths:* Joint Committee to study career path for teachers including roles, credentials, training and compensation. Implementation will be negotiated after conclusion of study. Roles under consideration may included:

1. Teacher Leader
2. PD Teacher
3. Mentor Teacher
4. Peer Observer

5. Consulting Teacher
6. Department Chair

vii. *Increments, Stipends and Extracurricular Activities:* Increase by 2% each year of contract.

b. PSRPs Base Hourly Rates (Article 36 – App. A).

i. *Steps:* Converted to hourly rates and retained.

ii. *Increases to Steps:* 2% each year. PSRP do not receive two increases but on step increase on their anniversary date.

iii. *7% Pension Pick-Up:* Board agrees to pay 7% of the employee's portion of the pension contribution for duration of contract.

c. Eliminate Wage Reopener and Provision on Wage Increases Upon Additional Funding. Delete Sections 47-2.1 and 47-2.2.

d. Payroll Procedures (Article 36) - Deferred Pay. Eliminate deferred pay.

e. Health Coverage, Wellness and Leaves of Absence (Articles 32 and 33).

i. *Employee Contributions*: All contribution rates are frozen contingent upon acceptance of Wellness Program.

ii. *Wellness:* Wellness Program is at no cost to employee and can be done with primary care physician. Wellness participation includes risk factor health screening and periodic follow-up and counseling. Employees may opt out of wellness but if they do they will be pay premium differential.

iii. *Tobacco Differential:* Withdrawn.

iv. *Emergency Co-Pays:* Withdrawn contingent upon acceptance of Wellness Program.

v. *Other Terms:* As per 08-06-2012 proposal.

f. Sick Day Accumulation and Short-Term Disability (Article 37) (Board 8-6-2012 Proposal).

i. *Accumulation:* CPS is modifying 8-6-2012 proposal as follows: Unused sick days at the end of a year may be rolled over for future use up to a maximum of 40 days and may be used for the following purposes: (a) as sick days; (b) to supplement the short-term disability pay in days 31 through 90 to reach 100% income during such period or (c) for pension service credit upon retirement.

ii. *Retained Banks:* Employees with current accumulated unused sick day banks as of June 30, 2012 will retain that bank and may use those days for the same purposes as listed in paragraph (i)(1) above. These retained sick day banks—not the 40-day bank described in paragraph (i)(1) above—will be eligible for payout to the employee at retirement or resignation or to the employee's estate at death in accordance with current policy.

iii. *Short-Term Disability:* Board will provide 90 calendar day short-term disability policy with eligibility criteria that will pay disabled employees 100% of their salary for days 1-30 of their disability, 80% of their salary for the days 31-60 of their disability and 60% of their salary for days 61-90 of their disability.

iv. *Other Terms:* Per Board proposal 8-6-2012

g. Personal Days. Maintain award of 3 Personal Business Days per year but move award date to fiscal year basis. Transition year bonus of 1.5 additional days. Eliminate roll-over of unused personal business days to sick bank. (Board 8-6-2012 proposal).

h. Duration (Article 49). 4 years. Commences 7/1/2012 and expires 6/30/2016.

i. Longevity Sick Days (Article 36-10). Additional sick days for long-term employees will continue to be awarded.

II. Major Non-Economic Issues

a. Class Size. Per Board 8-23-2012 proposal, Board will retain current language with class size policy set forth in contract verbatim. Board will also retain Class Size Monitoring Panel and Class Size Supervisory Committee. Board will increase funds to panel and committee of $500,000 for each year of the agreement.

b. School Day (Articles 4, 5 and 6).

i. *Elementary and Middle School Teacher Work Day:*

Components of Elementary Teacher Day	Minutes
Instructional Minutes	296
Morning Preparation	0
Midday Preparation	64
Duty-Free Lunch	45
Passing Periods	15
Total On Site Work Time	**420**

ii. *Elementary and Middle School PSRP Work Day:* No change (7 hours and 45 minutes including 30 minute duty free lunch)

iii. *High School Teacher Workday:*

1. *Components and Minutes*: Per Board 9-11-2012 Proposal on Articles 4, 5 and 6 and TAs reached on 9-10-2012 on such articles (attached as Appendix A).

2. *Number of classes:* The parties agree that high school teachers shall not be required to teach a sixth period, except on an overload basis as per the current agreement and practices.

iv. *High School PSRP Workday:* No change (7 hours and 45 minutes including 30 minute duty free lunch)

c. School Calendar (Articles 4, 5, 6, 43 etc.). Total 208 days for teachers and PSRPs (except clerks who will have 211 work days) as follows:

i. Student Attendance – 175 full student attendance actual days; 6 half student attendance days.*

ii. PD Days – 7 full and 6 half days*
(**Per Union request, CPS will make 2 Report Card Pick-up Days, Non-Student Attendance Days.*)

iii. Holidays – 8**
*(**Per Union request, CPS will reinstate Columbus Day as holiday but will eliminate President's Day as a holiday)*

iv. Paid Vacation Days – 10 days
(A Joint Board-Union Committee will be created to make recommendations on a single (unified) academic calendar which eliminates Tracks for implementation in the 2013-14 School Year within foregoing parameters.)

d. Teacher Evaluation. As per CPS proposal dated 8-23-2012 and CPS proposal dated 9-11-2012 (attached Appendix B) including as follows:

i. *First year of implementation.* During the first year of implementation of REACH, tenured teachers' ratings will be used only for purposes of feedback and to assess the implementation of the new plan, and the plan will be implemented as designed for probationary teachers.

ii. *Future modifications to REACH Plan.* Joint Committee will make future modifications to REACH based on experience as plan is implemented.

The implementation of REACH in Year 5 is conditioned upon the agreement of the Joint Committee.

iii. *Joint study of REACH Plan.* CTU and CPS will conduct joint study on REACH.

iv. *Rating Categories.* The rating categories will be as follows: unsatisfactory, developing, proficient and excellent.

v. *No Rating*. If a tenured teacher is not rated, then his or her rating will be his or her prior rating. If a probationary teacher is not rated, the parties will attempt to agree on a rating or re-rating during the same year, and, if no agreement is reached, then his or her rating will be his or her prior rating. If the no rating occurs during the probationary teacher's first year of service, the parties will attempt to agree on a rating or re-rating during the same year, and if no agreement is reached, then the probationary teacher's first rating shall be proficient.

vi. *Biennial Evaluations*. As a modification to 8-23-2012 proposal, CPS will agree that tenured teachers rated proficient or excellent will be rated on a biennial cycle. We formerly proposed an annual cycle for teachers rated proficient and a biennial for teachers rated excellent.

vii. *Mid-Year Evaluations*. Mid-year evaluations will only be conducted for probationary teachers.

viii. *First observation option.* Per Union request, as a modification to its 8-23-2012 proposal, CPS will agree that any teacher may request that first observation in 2012-13 school year not be counted toward his/her summative rating, regardless of whether that summative rating is in 2012-13 school year or 2013-14 school year.

ix. *Appeal of unsatisfactory ratings.* As per CPS 8-23-2012 proposal as orally modified on 9-11-2012, CPS will allow appeal of erroneous ratings.

x. *Implementation of REACH.* CPS will implement REACH as developed in collaboration with and with input from Joint Committee between December 2011 and March 2012.

e. Teacher Classification, Tenure and Retention.

i. As per Board 9-2-2012 proposal including adopting Union proposals to:

1. give reasons for probationary non-renewal,

2. impose limitations on do not hire designations related to probationary non-renewal, and

3. create of recruitment plan to attract racially diverse teacher candidate pools and to share results with Union.

ii. But rejecting

1. illegal tenure acceleration for PATs, TATs and others,

2. award of tenure benefits before start of post-probationary school term.

f. Tenured Teacher Layoff and Recall.

i. *Order of Layoff:* Per Board 4-24-2012 proposal as modified (i.e., by unit, then by certification and credential, then by unsatisfactory rating, then by classification, then by performance tier, then by seniority) but CPS modifies its 4-24-2012 proposal by eliminating disciplinary history as a consideration.

ii. *School Closings and Consolidations:*

1. Transfer to Receiving Schools. The following is a modification to 4-24-2012 proposal: In school closings (i.e., unit closed and students assigned to more than one receiving school) and consolidations (i.e., unit closed and all students assigned to one receiving school), receiving school principal must appoint

tenured teachers displaced from closed school to vacancies for which they qualify in the receiving school if the tenured teacher has been rated proficient (satisfactory under current system) or better.

2. Reassigned Teacher Pool/Alternative Severance Package. Tenured teachers rated proficient or better from closed school who are unable to transfer will be assigned to the reassigned teacher pool for a maximum of five school months after they have been displaced due to a school closing or consolidation. CPS will offer tenured teachers displaced as a result of school closings or consolidations the alternative of receiving a severance package of 3 months of pay.

3. Quality Teacher Pool. Tenured teachers rated proficient or better (satisfactory or better under current teacher evaluation system) who were not able to transfer to a receiving school under paragraph 1) will be assigned to a "Quality Teacher Pool" for a maximum of one calendar year from the date of their displacement from the closed school. Principals and head administrators with posted vacancies to which Quality Teacher Pool candidates apply must interview up three candidates from that pool. If principal rejects candidates from the Quality Teacher Pool, principal shall provide the Talent Office reason(s) for decision and the Talent Office will advise the candidate, and such reason(s) shall not be arbitrary.

4. Transition Plans. The Board and the Union will work cooperatively to develop a plan for enabling teachers and other stakeholders from closing schools to work with teachers and administrators and other stakeholders at receiving schools to identify and help resolve issues that will ease the transition for students from the closed schools into the receiving schools.

iii. *Turnarounds:* The Board will assign tenured teachers rated proficient or better who are displaced from schools that are being turned around to the **reassigned teacher pool** for five school months after they have been displaced. They may elect to resign and take a severance payment

of equal to 3 months pay, conditioned on a comprehensive release agreement.

iv. *Phaseouts:* The Board will assign tenured teachers rated proficient or better who are displaced from schools that are being turned around to the **reassigned teacher pool** for five school months after they have been displaced. They may elect to resign and take a severance payment of equal to 3 months pay, conditioned on a comprehensive release agreement.

v. *Other (including drop in enrollment, financial, programmatic etc.):*

1. Tenured teachers honorably dismissed from schools due to drops in enrollment, financial reasons and/or programmatic reasons shall be **offered positions as day-to-day substitute** teachers.

2. Tenured teachers displaced from schools due to drops in enrollment, financial reasons and/or programmatic reasons who were rated proficient or better (currently satisfactory or better) shall have a right of **recall** to a position from which they were honorably dismiss at the school or unit for 10 school months after they were honorably dismissed. *(Note the 10 school months is a modification to the 4-24-2012 proposal, which offered a 20 school day recall period)*

g. <u>Probationary Teacher Layoff and Recall.</u>

i. *Order of Layoff.* Per Board 4-24-2012 proposal as modified (i.e., by unit, then by certification and credential, then by unsatisfactory rating, then by classification, then by performance tier, then by seniority) but CPS modifies its 4-24-2012 proposal by eliminating disciplinary history as a consideration. without consideration of disciplinary history (i.e., by certification and credential, then performance tier, then seniority)

ii. *Benefits on Layoff.* Probationary teachers who are honorably dismissed for any reason shall be offered placement as a day-to-day substitute teachers.

h. PSRP Layoff and Recall. Current Appendix I.

III. Pending Litigation and Grievances

a. *Layoff Litigation*. All layoff litigation in which CTU is a party is withdrawn with prejudice (includes all grievances).

b. *4% Litigation*. All litigation over 4% is withdrawn.

c. *ULP Filed with the IELRB on September5.* Any and all litigation, charges or claims arising out of the allegations in the ULP filed on September 5, 2012 with the Illinois Educational Labor Relations Board is withdrawn with prejudice or otherwise resolved and waived.

IV. Other Issues

a. Preamble
Per TA.

b. Article 1. Recognition.
Board proposal 9-6-2012.

c. Article 2. EEO.
Per TA.

d. Article 3. Grievance Procedure.
Per TA.

e. Article 3A. Discipline.
Per TA.

f. Articles 7 and 10. Counselors.
Board proposal 9-4-2012.

g. Article 8. PD Teachers.
Delete and make part of Career Paths Discussion.

h. Article 9. PSRPs.
Board 9-5-2012 proposal.

i. Article 11. Drivers Education.
Current language.

j. Article 13. Extracurricular Personnel.
Current language.

k. Article 14. Year Round Schools.
Delete. Year Round Schools no longer operate.

l. Article 15. Librarians.
Board 8-28-2012 proposal.

m. Article 16. Physical Education Teachers.
Current language.

n. Article 17. Playground Teachers
Board oral proposal to retain if Union agrees to withdraw its minimum staffing proposal. Otherwise delete.

o. Article 18. PAVE-CTE
Board 8-27-2012 Proposal.

p. Articles 19, 20 and 26. Clinicians.
Board 8-29-2012 proposal as orally modified to include 60 minutes of preparation time per day.

q. Article 21. Special Education Teachers.
Board 8-31-2012 proposal.

r. Article 22. Stadium Directors.
TA (unsigned – Board accepted Union proposal)

s. Article 24. Summer Schools.
Per TA.

t. Article 25. Teachers Assistants.
Board 9-2-2012 Proposal. Eliminate requirement for minimum staffing of TAs.

u. Article 27. Class Coverage – Substitute Teachers.
Board 9-5-2012 Proposal. Eliminate requirement for minimum staffing of Subs.

v. Article 29. Curriculum Guides and Textbook Committees.
Per TA.

w. Article 30. Student Discipline.
Board 8-29-2012 proposal.

x. Article 31. Duplicating Facilities.
Delete per Board 9-2-2012 44-51 proposal.

y. Article 34. Personnel Files.
Per TA.

z. Article 35. Vacancy Postings.
Board 8-23-2012 Proposal.

aa. Article 38. Teacher Assignment Procedure.
Delete (covered by Articles 23, 35 and layoffs).

bb. Article 40. Programming.
Board 8-31-2012 Proposal.

cc. Article 41. Teaching Load.
Board 8-27-2012 Proposal. See Article 18. PAVE-CTE.

dd. Article 42. Teacher Appointment and Assignment.
Board 8-31-2012 Proposal.

ee. Article 43. Vacations.
Board 8-29-2012 Proposal.

ff. Article 44. General Provisions.
Board 9-5-2012 Proposal.

gg. Article 45. Committees.
Board 9-5-2012 Proposal.

hh. Article 46. Integration.
Per TA.

ii. Article 48. Representation and Management Rights.
Board 8-31-2012 proposal.

jj. Appendixes B and E.
Delete

kk. Appendix C
Current Language

ll. Appendixes F (Transfer of Sick Days), and G (FMLA)
Board 8-31-2012 Proposal.

mm. National Board Certification.
Per TA.

nn. Board Policies and Procedures.
Per TA.

oo. Nursing Mothers.
Per TA.

pp. Side Letter on Contract Clean-Up.
Per TA.

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APPENDIX A

ARTICLE 6
HIGH SCHOOL

6-1. High School Day. The high school day may begin and end at different times form school to school as determined at the local school level following a discussion between the principal and the local school faculty but, effective school year 2013-14, shall not exceed 435 minutes in length on average over the course of a week for the high school teacher. The high school teacher is to be in his or her room with the class ready to teach at the time designated on the teacher's schedule.

(a) Default Daily Schedule. The regular school day shall consist of eight (8) fifty (50) minute periods, and up to thirty-five (35) minutes of passing periods. High school teachers shall have a continuous duty-free lunch period of fifty (50) minutes per day, except that if the regular lunch periods is shortened to less than fifty minutes, the teachers' school day shall be shortened an equal number of minutes. Each teacher's regular weekly schedule shall include ten (10) preparation periods as follows: seven (7) fifty (50) minute self-directed preparation periods, three (3) principal-directed preparation periods for staff development, collaboration, advisory or other principal directed activity.

(b) Alternative Schedules. The Board and the Union shall form a committee to develop five (5) alternative high school schedules which shall include block and modified block schedules. The principal with the affirmative concurrence of a majority of the bargaining unit members voting on that schedule. The models shall be disseminated to the schools by December 31, 2012.

. . . .

Side Letter on Resolving any Issues Related to the Interim Agreement and HS Scheduling

The Board and the Union agree that for the 2012-13 school year, alleged violations of the Interim Agreement with respect to High School work day will be resolved via an informal process between the principal, school union delegates, the Board's Labor Relations Officer and the Board's Chief Instructional Officer via in such a way as to avoid any reprogramming of students or staff during the school year. The Board and the Union also agree that for the 2012-13 school year, the principal shall direct 5 high school preparation periods and advisory periods shall be considered part of principal-directed preparation time.

. . . .

6-25. Department Chairs. The Board and the Union agree that the principal shall nominate one or more candidates to the faculty to serve as department chair. The High School Department Faculty members will conduct a secret ballot vote elect or concur in the principal's recommendation.

APPENDIX B

Board of Education – Counterproposal on Teacher Evaluation

September 11, 2012

1. Consecutive Needs Improvement. Will only result in Unsatisfactory if the second NI is a drop of more than 10 points in second year. See following justification:

   Tenured teachers in year one of implementation (SY 12-13) have a no-stakes evaluation year. Teachers will receive feedback and participate in evaluation but there will be no consequences for a summative rating of Unsatisfactory or "Developing" (formerly called "Needs Improvement").

   Therefore, tenured teachers in year two of implementation (SY 13-14) will participate in evaluation with the potential of consequences for the first time under the new evaluation system. If the teacher receives an "Unsatisfactory" rating, a formal re-mediation process will begin. If the teacher receives a "Developing" rating, supports will be provided.

   Tenured teachers in year three of implementation (SY 14-15) will participate in evaluation with the potential of consequences for the second time under the new evaluation system. If the teacher receives a "Developing" rating for the second time and the teacher improves, stays the same, or decreases in their overall rating by 10 or fewer points (a range that may be practically insignificant), supports will be provided. If, however, the teacher receives a "Developing" rating for the second time and the teacher's performance decreases in their overall rating by 11 or more points (a number that is significant), this will trigger an "Unsatisfactory" rating.

   Tenured teachers in year four of implementation (SY 15-16) will participate in evaluation with the potential of consequences for the third time under the new evaluation system. If the teacher receives a "Developing" rating for the third time and the teacher improves, stays the same, or decreases in their overall rating by 10 or fewer points, supports will be provided. If, however, the teacher receives a "Developing" rating for the second or third time and decreases in their overall rating by 11 or more points, this will trigger an "Unsatisfactory".

2. Committee Authority. Committee will have authority to agree to changes to REACH. If Committee is deadlocked, Board CEO and Union President will attempt to agree on solution. If they cannot agree within 30 days, the matter will be submitted to the Board president for a final decision.

3. Appeals. Board will withdraw "clearly erroneous" standard and substitute "erroneous standard." Accept the balance of Board proposal.

4. No rating. Last rating will stand in for "no rating" for tenured teachers. Board will work with Union to get authentic rating for PATs for have "no rating."

5. Cut Scores

   Board will adjust cut scores to the following:

   Unsatisfactory 100 to 209
   Developing 210 to 284
   Proficient 285 to 339
   Excellent 340 to 400

6. Evaluation Components and Weighting

   The impact of student surveys in teacher evaluation is as follows:

   Student surveys are being piloted in SY 2012-13. In SY 2013-14, the plan is to implement student surveys for a total of 10% of the summative evaluation. The default position with regard to evaluation going forward is that surveys will be included in the summative evaluations of teachers. IF the committee reviews the research of the student survey pilot and agrees to remove the survey, it can be removed – however, the default position is that the current plan with regard to student surveys stands.

   The impact of student growth in teacher evaluation is as follows:

   For SY 12-13, only probationary teachers are evaluated and student growth comprises a total of 25% of the evaluation in Elementary schools as follows:
   - Tested grades / subjects (IVAM 15%, Type III 10%)
   - Untested grades / subjects (SVAM 10%, Type III 15%)

For SY 12-13, only probationary teachers are evaluated and student growth comprises a total of 10% of the evaluation in High schools as follows:

- Core Subjects (Type III 10%)
- Non-core subjects (School Expected Gains – no stakes)

For SY 13-14, tenured teachers are evaluated and student growth comprises a total of 25% of the evaluation in Elementary schools as follows:

- Tested grades / subjects (IVAM 15%, Type III 10%)
- Untested grades / subjects (SVAM 10%, Type III 15%)

For SY 13-14, tenured teachers are evaluated and student growth comprises a total of 25% of the evaluation in High schools as follows:

- Core Subjects (Type III 10%, Individual Expected Gains 15%)
- Non-core subjects (Type III 15%, School Expected Gains 10%)

For SY 14-15, tenured teachers are evaluated and student growth comprises a total of 30% of the evaluation in Elementary schools as follows:

- Tested grades / subjects (IVAM 20%, Type III 10%)
- Untested grades / subjects (SVAM 10%, Type III 20%)

For SY 14-15, tenured teachers are evaluated and student growth comprises a total of 30% of the evaluation in High schools as follows:

- Core Subjects (Type III 10%, Individual Expected Gains 20%)
- Non-core subjects (Type III 20%, School Expected Gains 10%)

For SY 15-16, tenured teachers are evaluated and student growth comprises a total of 30-35% of the evaluation of Elementary schools as follows:

- Tested grades / subjects (IVAM 20%, Type III 15%)
- Untested grades / subjects (SVAM 10%, Type III 20%)

For SY 15-16, tenured teachers are evaluated and student growth comprises a total of 30-35% of the evaluation of High schools as follows:

- Core Subjects (Type III 15%, Individual expected gains 20%)
- Non-core subjects (Type III 20%, School expected gains 10%)

For SY 16-17, IF the joint committee agrees, it can implement the following plan for tenured teacher evaluation with regard to student growth. IF the joint committee does not agree, the SY 15-16 plan will stand.

For elementary teachers:

- Tested grades / subjects (IVAM 25%, Type III 15%)
- Untested grades / subjects (SVAM 15%, Type III 20%)

For high school teachers:

- Core Subjects (Type III 15%, Individual expected gains 25%)
- Non-core subjects (Type III 20%, School expected gains 15%)